

of his/her materials or equipment at no additional cost to the Government. The finished repair surfaces shall match the original construction and finishes.

3. **Where enclosed chutes or receptacles are available**, they shall be the permitted means for waste disposal. No materials shall be thrown from building windows or doors without the written permission of the COR.
4. **Debris from the Contractor's work shall** be removed from the facility daily, except as approved by the COR. Premises shall be left clean after each work shift. The Contractor's debris may not be placed in tenant agency's dumpsters or compactors. Receptacle(s) for Contractor's debris may be placed at the building after coordination and approval for the use and placement of such is given by the COR.
5. **If the security, fire alarm, or sprinkler systems** must be temporarily removed or disconnected from service, the Contractor shall notify the COR immediately, and such systems must be reconnected or placed back in service by the Contractor at the end of each work day, unless otherwise authorized by the COR.
6. **Any work which will alter the original appearance of the building** identified in this specification must be approved in advance by the COR.
7. **The use of impact tools or power-actuated tools** will be permitted in occupied office spaces during occupant work hours only with written permission of the COR. The authorization shall specify the times and locations impact tools and power-actuated tools may be used.
8. **Burning or welding equipment** may be used only with written permission from the COR. A Welding and Burning Permit, GSA Form 1755, issued by the COR or his representative, must be obtained, in advance, for each day welding or burning is performed.

W. PERFORMANCE EVALUATION MEETING:

The Contractor's Chief Engineer and/or On-site Supervisor may be required to meet at least weekly with the CO or COR during the first month of this contract. Meetings will be as often as necessary, thereafter, as determined by the CO or COR. A meeting may be held at the Contractor's request whenever a Contract discrepancy report is issued. The written minutes of all meetings (prepared by the COR) shall be signed by the Contractor's chief engineer and/or on-site supervisor and the CO or COR. Should the Contractor not concur with the minutes, the Contractor shall identify any areas of non-occurrence in writing to the CO within one week of receipt of the signed minutes.

X. ENERGY CONSERVATION AWARD FEE (ECAAF):

A. Introduction:

Pursuant to Federal Acquisition Regulation (FAR) Subpart 16.404 and 16.406 and General Services Acquisition Manual (GSAM) Subpart 514.406, this clause provides for the payment of an energy conservation award fee (ECAF) to the contractor when the contractor improves the operation and maintenance procedures at the contract facility and these improvements reduce the electrical consumption at the facility without adverse impact to occupant comfort. Under the terms of the clause, the contractor may receive fifty percent of the energy savings resulting from the reduced electrical consumption. The Government shall calculate the energy savings on a monthly basis based upon the monthly electricity bill.

B. Baseline Profile:

A baseline profile of the electrical usage of the contract facility in kilowatt-hours (kWh) is included in this section. This profile is a rolling monthly average based on the prior three years' actual electric consumption for this facility. Within thirty days of the contract start date, and within thirty days of each option start date, the Government will recalculate the monthly averages, based upon the past three years, and issue a revised Baseline Profile.

C. Calculation of Electrical Energy Savings and ECAF:

1. **Energy Savings:** The Government shall calculate the electric energy savings by subtracting the current month's kilowatt-hour consumption, as reflected by the monthly electric bill, from the monthly average consumption for the same month as reflected by the Baseline Profile.
2. **Energy Conservation Award Fee:** The ECAF shall be calculated by multiplying the electric energy savings by the monthly average cost per kilowatt-hour of electricity, excluding demand, reflected in the electric bill and multiplying the resulting product by fifty percent, the contractor's award fee (contractor's share of energy savings).

3. Example:

Electric Energy Savings

January average consumption:	150 000 kWh
- January consumption (present year):	100 000 kWh
Electrical Savings:	50 000 kWh

Value of Energy Savings

Average cost per kilowatt-hour	0.03857 /kWh
X Electrical Savings	50,000 kWh
Value of Savings	\$ 1,928.50

Energy Conservation Award Fee (Contractor's share)
 $\$1,928.50 \times .50 = \964.25

D. Limitations:

1. To qualify for an ECAF, the contractor must have maintained the building's environmental conditions as required by the terms of the contract during the month in which the energy savings occurred.
2. The contractor shall be ineligible for an ECAF for electric energy savings for any month in which the Contractor failed to perform any other contractual requirements.
3. The contractor will be ineligible for an ECAF when, in the opinion of the Contracting Officer (CO) or the Contracting Officer's Representative, the electric energy savings are not directly attributable to the Contractor's operations and maintenance procedures.

E. Adjustments to the ECAF Calculations:

The Government shall have the right to adjust the ECAF as follows:

1. When the facility's occupant density increases or decreases, the ECAF will be prorated based on the percentage of increased or decreased occupancy.
2. When the occupant use of a facility is substantially changed; i.e. from office use to laboratory use, the ECAF will be prorated based on the percentage of space for which the use has changed.
3. When major equipment including, but not limited to, chiller, air handler, cooling tower, condenser water pump, cooling water pump, boiler or steam converter is not operational. During such periods, the baseline profile data will be prorated by the availability factor before the electric energy savings are calculated, as follows:
 - a. The availability factor shall be calculated by dividing the number of workdays that major equipment was available during the month by the total number of workdays in the month.
 - b. Example: Assume that the facility's major equipment was available for only 14 workdays during the month of January. The availability factor would be 14 days that the equipment was available, divided by 19 workdays in the month, or 0.7368. Using the example above, the adjusted Baseline Profile for the month of January would be

110,526 kWh (150,000 kWh X .7368 availability factor). The ECAF will be calculated from the adjusted Baseline Profile.

F. Disputes:

1. The Fee Determining Official (FDO) will calculate the ECAF on a monthly basis, 60 – 90 days in arrears, and determine if an ECAF is appropriate. If the contractor disagrees with the FDO's determination, the contractor may request that the Contracting Officer (CO) review the determination and shall provide supporting documentation as necessary.
 2. The ECAF and the award determination methodology are unilateral decisions made solely at the discretion of the Government. Such decisions are subject to the Contract Disputes Act, 41 U.S.C. Section 601 et. seq.
- G. The Government will make payment to the Contractor for an ECAF, if appropriate, no later than 90 days after the end of the month in which the electric energy savings were realized. Reimbursement to the Contractor for an ECAF will be by separate procurement action and will not be incorporated into the normal monthly payment for the basic contract services.

H. Termination

By written notice to the contractor, at least 30 days before termination, the Government shall have the unilateral right to eliminate the ECAF clause. Termination of the clause shall not effect electric energy savings or any ECAF that might be due for savings realized before the effective date of ECAF clause termination.

Y. ENERGY CONSERVATION AWARD FEE PLAN

1. INTRODUCTION

This award-fee plan is the basis for the evaluation of the contractor's performance under this contract and for presenting an assessment of that performance to the Fee Determining Official (FDO). It describes specific criteria and procedures used to assess the contractor's performance and to determine the amount of award fee earned. Actual award-fee determinations and the methodology for determining award fee are unilateral decisions made solely at the discretion of the Government.

The award fee will be provided to the contractor through contract modifications and is in addition to the O&M provisions of this contract. The award fee earned and payable will be determined by the FDO based upon review of the contractor's performance against the criteria set forth in this plan. The FDO may unilaterally change this plan prior to the beginning of an evaluation period. The contractor will be notified of changes to the plan by the Contracting

Officer, in writing, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by mutual consent.

2. ORGANIZATION

The award-fee organization consists of: Fee Determining Official (FDO); an Award Fee Review Board (AFRB) consisting of a chairperson, the contracting officer, a recorder, and advisor members; and the Performance Monitors. The FDO, AFRB members, and performance monitors are as follows:

Fee Determining Official: Mr. Bill Duvall	WPD
Award Fee Review Board Chairperson: Mr. Bill Duvall	WPD
Award Fee Review Board Members:	
Division Director/Deputy: Mr. Bill Duvall	WPD
Program Manager: Mr. Jim Watson	WPD
* Contracting Officer: Ms. Michelle Coleman	WPD
* Recorder: Mr. Jim Watson	WPD
Contract Specialist: Mr. Joe Daniero	WPD

* These are mandatory members.

Performance Monitors

<u>Area of Evaluation</u>	<u>Performance Monitor(s)</u>
Program Management:	Mr. Leonard Davis, WPD
Cost and Schedule Mgmt:	Mr. Leonard Davis, WPD
Technical Orders:	Mr. Leonard Davis, WPD

3. RESPONSIBILITIES

a. **Fee Determining Official.** The FDO approves the award-fee plan and any significant changes. The FDO reviews the recommendation(s) of the AFRB, considers all pertinent data, and determines the earned award-fee amount for each evaluation period.

b. **Award Fee Review Board.** AFRB members review Performance Monitors' evaluation of the contractor's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at an earned award-fee recommendation to be presented to the FDO. The AFRB may also recommend changes to this plan.

c. **AFRB Recorder.** The AFRB recorder is responsible for coordinating the administrative actions required by the Performance Monitors, the AFRB and the FDO, including: 1) receipt, processing and distribution of evaluation reports from all required sources; 2) scheduling and assisting with internal evaluation milestones, such as briefings; and 3) accomplishing other actions required to ensure the smooth operation of the award fee.

d. **Contracting Officer (CO)**. The CO is the liaison between contractor and Government personnel.

e. **Performance Monitors**. Performance Monitors maintain written records of the contractor's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. Prepare interim and end-of-period evaluation reports as directed by the AFRB.

4. **AWARD-FEE PROCESSES**

a. **Available Award-Fee Amount**. The available award fee for each evaluation period is based upon energy savings to be shared equally by the Contractor and the Government. The award fee earned will be paid based on the contractor's performance during each evaluation period. Evaluation periods will occur quarterly.

b. **Evaluation Criteria**. If the CO does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the subsequent award-fee evaluation period. Changes to evaluation criteria will be made by revising Appendix 2 and notifying the contractor.

c. **Interim Evaluation Process**. The AFRB Recorder notifies each AFRB member and Performance Monitor 90 calendar days before the midpoint of the evaluation period. Performance Monitors submit their evaluation reports to the AFRB 30 calendar days after this notification. The AFRB determines the interim evaluation results and notifies the contractor of the strength and weaknesses for the current evaluation period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of Government concern.

d. **End-of-Period Evaluations**. The AFRB Recorder notifies each AFRB member and performance monitor 30 calendar days before the end of the evaluation period. Performance monitors submit their evaluation reports to the AFRB 10 calendar days after the end of the evaluation period. The AFRB prepares its evaluation report and recommendation of earned award fee. The AFRB briefs the evaluation report and recommendation to the FDO. At this time, the AFRB may also recommend any significant changes to the award-fee plan for FDO approval. The FDO determines the overall grade and earned award-fee amount for the evaluation period not later than fifteen calendar days after each evaluation period. The FDO letter informs the contractor of the earned award-fee amount. The CO issues a contract modification after the FDO's decision is made authorizing payment of the earned-award-fee amount.

5. **DISPUTES**

1. The Fee Determining Official (FDO) will calculate the ECAF on a monthly basis, 60 – 90 days in arrears, and determine if an ECAF is appropriate. If the contractor disagrees with the FDO's determination, the contractor may request the Contracting Officer (CO) to review the determination and shall provide supporting documentation as necessary.

2. The ECAF and the award determination methodology are unilateral decisions made solely at the discretion of the Government. Such decisions are subject to the Contract Disputes Act, 41 U.S.C. Section 601 et. seq.

6. AWARD-FEE PLAN CHANGE PROCEDURE

All significant changes are approved by the FDO; the AFRB Chairperson approves other changes. Examples of significant changes include changing evaluation criteria, and adjusting weights to redirect contractor's emphasis to areas needing improvement. The contractor may recommend changes to the CO no later than 30 days prior to the beginning of the new evaluation period. After approval, the CO will notify the contractor in writing of any change(s). Unilateral changes may be made to the award-fee plan if the contractor is provided written notification by the CO before the start of the upcoming evaluation period. Changes effecting the current evaluation period must be by mutual agreement.

7. CONTRACT TERMINATION

If the contract is terminated for the convenience of the Government after the start of an award-fee evaluation period, the award fee deemed earned for that period shall be determined by the FDO using the normal award-fee evaluation process. After termination for convenience, the remaining award-fee amounts allocated to all subsequent award-fee evaluation periods cannot be earned by the contractor and, therefore, shall not be paid.

By written notice to the contractor, at least 30 days before termination, the Government shall have the unilateral right to eliminate the ECAF clause. Termination of the clause shall not effect electric energy savings or any ECAF that might be due for savings realized before the effective date of ECAF clause termination.

8. EVALUATION CRITERIA

A. Calculation of Electrical Energy Savings and ECAF

1. **Energy Savings:** The Government shall calculate the electric energy savings by subtracting the current month's kilowatt-hour consumption, as reflected by the monthly electric bill, from the monthly average consumption for the same month as reflected by the Baseline Profile.
2. **Energy Conservation Award Fee:** The ECAF shall be calculated by multiplying the electric energy savings by the monthly average cost per kilowatt-hour of electricity, excluding demand, reflected in the electric bill and multiplying the resulting product by fifty percent, the contractor's award fee (contractor's share of energy savings).
3. **Example:**
Electric Energy Savings

January average consumption:	150 000 kWh
- January consumption (present year):	<u>100 000 kWh</u>

Electrical Savings:

50 000 kWh

Value of Energy Savings

Average cost per kilowatt-hour	\$0.03857 /kWh
X Electrical Savings	50,000 kWh
Value of Savings	\$ 1,928.50

Energy Conservation Award Fee (Contractor's share)
 $\$1,928.50 \times .50 = \$ 964.25$

B. Limitations

1. To qualify for an ECAF, the contractor must have maintained the building's environmental conditions as required by the terms of the contract during the month in which the energy savings occurred.
2. The contractor shall be ineligible for an ECAF for electric energy savings for any month in which the Contractor failed to perform any other contractual requirements.
3. The contractor will be ineligible for an ECAF when, in the opinion of the Contracting Officer (CO) or the Contracting Officer's Representative, the electric energy savings are not directly attributable to the Contractor's operations and maintenance procedures.

C. Adjustments to the ECAF Calculations

The Government reserves the right to adjust the ECAF as follows:

1. When the facility's occupant density increases or decreases, the ECAF will be prorated based on the percentage of increased or decreased occupancy.
2. When the occupant use of a facility is substantially changed;
i.e. from office use to laboratory use, the ECAF will be prorated based on the percentage of space for which the use has changed.
3. When major equipment including, but not limited to, chiller, air handler, cooling tower, condenser water pump, cooling water pump, boiler or steam converter is not operational. During such periods, the baseline profile data will be prorated by the availability factor before the electric energy savings are calculated, as follows:

- a. The availability factor shall be calculated by dividing the number of workdays that major equipment was available during the month by the total number of workdays in the month.
- b. Example: Assume that the facility's major equipment was available for only 14 workdays during the month of January. The availability factor would be 14 days that the equipment was available, divided by 19 workdays in the month, or 0.7368. Using the example above, the adjusted Baseline Profile for the month of January would be 110,526 kWh (150,000 kWh X .7368 availability factor). The ECAF will be calculated from the adjusted Baseline Profile.

SECTION D
PACKING AND MARKING

1. Payment of Postage and Fees:

All postage and fees relating to contractual information, forms, reports, etc., mailed to the Contracting Officer or Contracting Officer Representative by the Contractor shall be paid by the Contractor.

2. Marking:

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the contract number for which the information is being submitted.

SECTION E INSPECTION AND ACCEPTANCE

1. Contractor Responsibility:

The Contractor shall be responsible for inspections and monitoring of all Contractor services to ensure compliance with contract requirements. Inspections shall be documented and submitted to the COR on the last workday of each month.

2. Contract Administration:

a) Contracting Officer:

The Contracting Officer (CO) has the responsibility for the administration of this contract and is authorized to take actions on behalf of the Government to amend or modify contract terms. The CO may delegate certain other responsibilities to an authorized representative.

NAME: ~~Mr. Jim Donatone~~ Vicki Absher
ADDRESS: 6810 Loisdale Road, Springfield, Virginia 22150
PHONE NUMBER: (703) 557-0009 0033

b) Contracting Officer's Representative (COR):

The COR is designated to assist the Contracting Officer in the administration of this contract. The COR will ensure Contractor compliance with all contract requirements and that deductions may be taken for unsatisfactory performance. Deductions for unsatisfactory performance shall be at the discretion of the CO/COR.

c) Contract inspectors: Contract Inspectors are responsible for inspecting the Contractor's day-to-day work. The responsibilities of the Contract Inspector include, but are not limited to the inspection of contract work to ensure compliance with the contract requirements, documenting, the results of inspections conducted, determine that all defects or omissions are corrected.

3. 52.246-4 Inspection of Services - Fixed-Price (FEB 1992)

- (a) Definitions. "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services provided per contract specifications.
- (d) If any contract services fail to conform to contract requirements, the Government may require the Contractor to perform these services again. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take action to ensure that future performance conforms to contract requirements and (2) reduce the monthly payment price to reflect the reduced value of services performed.
- (e) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government, (2) terminate the contract for lack of performance.

4. Additional Inspection Provisions:

The Contractor shall provide and maintain a quality control system that identifies and corrects unsatisfactory performance prior to Government inspection. If any services fail to conform to contract requirements, the Contractor shall perform these services again in conformance with contract requirements.

The Contractor shall inspect work; maintain complete records of all inspections; interface with Government personnel; and make available to the Government all reports and findings made during contract performance.

5. Quality Standards

The Contractor shall ensure that services specified in Part I, Sec. C, and elsewhere in this contract, meet the quality standards outlined in those exhibits. All work performed under this contract shall be highest quality, consistent with best industry practices, to assure

timely provision of services, optimum tenant agency satisfaction, and adequate protection of Government assets.

6. Government Quality Assurance/Inspection:

The Government may use a variety of inspection methods to evaluate the Contractor's performance. Examples of inspections are:

- a. Surveillance of service work items: (daily, weekly, monthly, quarterly, semiannually, or annually).
- b. 100% inspection of service work items.
- c. Management Information System Data (as defined in Part I, Sec. C, "Definitions").
- d. Unscheduled inspections.

7. Criteria for Evaluating Performance:

- A. If Government inspection reports indicate performance deficiencies the CO, or COR, may require the Contractor to explain, in writing, why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem(s) will be prevented. The CO, or the COR, will evaluate the Contractor's explanation.
- B. At the sole election of the Government, and upon notification to the Contractor, the Contractor may be required to re-perform or perform late, any, or all, defective work disclosed by Government inspection, including incomplete performance. Where the Government so elects, the Contractor shall be notified promptly after inspection that specified defective services must be re-performed or performed late, and completed within a reasonable time, as specified by the Government. In such cases, the Government shall re-inspect the work designated for re-performance or late performance, and the Contractor may be held liable for any damages sustained by the Government including, costs associated with reinspection.
- C. Monthly payment: Monthly payments to the Contractor will be calculated using methods in Part I, Section G.
- D. Re-performance, and acceptance of re-performance (or late performance), will be determined by the CO, or COR, on an individual service work item basis.
- E. Except as otherwise provided by paragraph b and d, above, the services required by this contract are such that defective or incomplete performance is not normally subject to correction by re-performance or late performance. As such, the Contractor shall not expect permission to reperform, perform late, or otherwise correct defective services merely to improve an existing inspection rating or avoid a reduction in the full monthly contract payment.

8. Performance Evaluation Meetings:

The Contractor's project manager is required to meet at least weekly with the CO and/or COR during the contract base period and all option periods. When contractor performance discrepancy is noticed. The minutes of all meetings (prepared by the COR) shall be signed by the Contractor's project manager (or on-site supervisor) and the CO or COR. Should the Contractor not concur with the minutes, the Contractor shall identify any areas of non-concurrence in writing to the CO within one week of receipt of the signed minutes. These weekly meetings may be postponed or discontinued for a period of time if, in the opinion of the COR, contract performance is being provided at an acceptable level by the Contractor.

**SECTION F
DELIVERIES OR PERFORMANCE**

1. PLACE OF PERFORMANCE:

Te services to be provided by this contract shall be accomplished at Franconia Warehouse Buildings.

2. TERM OF CONTRACT:

After award, the successful bidder will be given a written notice to proceed and shall provide contractual services for a base period of one (1) year subject to the availability of funds, (see clause 552.232-77, Availability of Funds (July 1984), Part II, Section I, commencing on the date specified in the Notice to Proceed. Work under this contract is expected to commence on ~~or about March 1, 2002~~. MAY 1, 2008. *8/26/08*

3. OPTION TO EXTEND THE TERM OF CONTRACT:

The Government shall have the unilateral option of extending the term of this contract for ~~four (4)~~ ^{three (3)} consecutive additional periods of 12 month each [See FAR 52.217-9, **OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES MARCH 1989**]. The same terms and conditions contained in this contract shall apply to each option exercised. Options shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least 30 calendar days prior to the expiration of the contract. The total duration of this contract, including the exercise of option, shall not exceed ~~5~~ years. *8/26/08*

The exercising of any option is a Government prerogative, not a contractual right on the part of the contractor. If the Government exercises the option (s) within the prescribed time frames, the contractor shall be bound to perform the services for the option period (s) or be subject to the default provisions of this contract.

4. REPORTING REQUIREMENTS:

All reports, plans schedules and other submittals provided by the Contractor are subject to approval by the CO or COR.

- A. The Contractor shall be required to perform in accordance with the Government's existing plans and schedules or as directed by the COR until the Contractor's submittals are approved by the CO or COR.
- B. The Contractor shall be required to submit deliverables and reports at specified times throughout the life of this contract which are considered critical to the successful completion of all contractual requirements. The following milestone chart lists deliverables and reports which shall be provided by the Contractor at specified due dates, as follows:

5. MILESTONE CHART FOR CONTRACTOR DELIVERABLES

<u>ITEM</u>	<u>DUE DATE</u>
Contractor 's After Hours Telephone Numbers	5 Days prior to contract start date
Finger Print Charts	5 Days after contract start work date
Contractor's Subcontracts	10 Days after contract start work date.
Phase-Out Plan	15 Days before contract start work date
Contractor Emergency Plan	10 Days before contract start work date
Quality Control Plan	15 Days before contract start work date
Strike Contingency Plan	15 Days before contract start work date
Fired & Unfired Pressure Vessel Inspection Schedule	15 Days before contract start work date
Initial Water Analysis and Proposed Water TreatmentProgram	15 Days before contract start work date
Hazardous Material Inventory	15 Days after contract start work date
Preventive Maintenance Program/Schedule	10 Days before contract start work date
Management Operational Plan And Building Operation Plan (BOP)	30 Days before contract start work date
Service Call Log Format	30 Days before contract start work date

6.

REPORT

WHEN DUE

Water Analysis Reports for Each System	Monday of each week by COB
Previous Months PM Records P.M. Progress Report	On or Before 10th Day of Each Month Monday of each week by COB
Unscheduled Security & Fire Alarm Outages	Immediately to COR and GSA Control Center
Notification of Equipment Opening and dismantling	Prior to opening or dismantling
Notification of any Planned Work, Disruptive to Building Occupants or Operations, Scheduled Alarm Outages.	48 hours in advance of same
Obtain Welding and Burning Permits	Daily before start of activity
Service Call Log	Available upon request
Major Equipment/Systems not Operational	Daily, before 8:00 A.M.
Records of Work Performed by the Contractor	As requested by COR
Water Meter Readings	10th day of each month
PCB Leaks	Report to COR Immediately
PCB Transformer Inspection	As requested by COR

SECTION G
CONTRACT ADMINISTRATION DATA

1. Payment (General):

Payment will be made on a calendar month basis, 30 days in arrears, upon submission of an invoice for payment to the COR to initiate the payment process. Payment will be due on the 30th calendar day (except for the final monthly payment) after receipt of a proper invoice or date of receipt of services, whichever is later. **See payment clauses in Part II, Section I, Supplemental Clauses.** In the event the contract begins or ends during the month, payments will be prorated, based on the number of calendar days in the respective month. The Government's objective is to obtain complete and satisfactory performance for the terms of the specifications and requirements of this contract. The Deduction Table will be used by the Government in determining monetary deductions for non-performance or deficiencies in work performance.

- a. **Failure to Perform:** Failure to accomplish any work required under this contract, or satisfactorily accomplish such work (due to the carelessness, neglect or fault of the Contractor), shall constitute a deficiency and reduction of payment will be made in accordance with the provisions of this contract.
- b. **Deductions:** Inadequate performance is just as undesirable as non-performance, and the cost of correcting inadequate performance may equal the cost of the initial work. Therefore, Deduction Table calculations shall take precedence over the Contractor's quoted price estimates, or his probable cost had he performed the work.

Any inquiries regarding payment shall be directed to the following:

General Services Administration	
Finance Division (7BCPP)	
Room 5A13	(817) 334-3029
819 Taylor Street	or
Fort Worth, TX 76102-0181	(817) 334-2408

2. Invoice Requirements: Invoices for basic monthly services shall be submitted on the first of each month to:

- a. **Original Invoice To:**
General Services Administration
Region 7
Accounts Payable Branch (7BCPP)
P.O. Box 17181
Fort Worth, TX 76102-0181

- ONE*
- b. ~~Three~~ Copies To:
General Services Administration, Metropolitan Service Center
1099 14th Street, Suite 200W, NW,
Washington, DC 20005
Attn: ~~Mr. Joe Daniero~~ *Mrs SONJA PROCTOR* *AP 5/26/08*

3. Payments for Reimbursable Repairs In Excess of \$350

Payments for reimbursable repairs in excess of \$350 will be made upon receipt of a properly executed invoice from the Contractor to the address listed on the procurement document.

4. Suspension of Work:

- a. Employee Dismissal: In the event federal employees are dismissed from work due to severe weather, unanticipated holidays declared by the president or failure of the Congress to appropriate funds, etc., the Contractor will be required to operate all special areas of the building 24 hours a day, 365 days per year unless otherwise excused by the COR. If the dismissal is due to emergency conditions such as: flood, fire, severe weather, or other reasons identified by the COR, the COR may require the Contractor to provide on-site coverage for the emergency by having all Contractor personnel employed under this contract immediately report to work at the Facility.
- b. Calculation: The monthly Price Adjustment for paragraph A, above, will be computed as follows: The adjusted rate in dollars per day will be equal to the total monthly contract price divided by 21 days per month. The adjusted monthly amount will be the total monthly price less the adjusted rate multiplied by the number of days that services were not provided.

5. Mechanical Deduction Calculations:

General: The Government objective is to obtain complete and satisfactory performance of this specification for each task identified. Deductions from monthly Contractor payments may be made for non-performance or unsatisfactory performance as identified in the following Mechanical Deduction Table: